

# Homeowner Agreement



This Agreement (Agreement) is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between City of Burien (Burien) and \_\_\_\_\_ (Homeowner).

This Agreement establishes the understanding between Burien and the Homeowner regarding the terms and conditions governing the Homeowner's participation in Burien's Residential Rain Garden Pilot Project (Project). The Homeowner owns and occupies the real property located at \_\_\_\_\_, Burien, Washington (Property).

## TERMS AND CONDITIONS

In consideration of their mutual promises and commitments, Burien and the Homeowner hereby mutually agree as follows:

1. Homeowner grants Burien permission to enter onto the Property at reasonable times to be arranged in advance by mutual agreement, to:
  - a. evaluate whether the Property is an appropriate site for installing a rain garden;
  - b. perform work relating to the Project; and
  - c. monitor and evaluate the maintenance and performance of the rain garden.
2. Homeowner is responsible for calling 811 to request utility lines marked. This must be done more than two business days prior to installation. This is a free service. Private buried lines are not marked by 811 and must be marked by the Homeowner themselves.
3. This Agreement is effective as of the date entered above and will expire five years after the date of final inspection sign off by Burien.
4. During the term of this Agreement, Homeowner will operate and maintain the rain garden in accordance with the operation and maintenance procedures provided by Burien and exercise reasonable care to avoid interference with, damage to, or loss of function of the rain garden. There shall be no further compensation to the Homeowner other than the promises and commitments made by Burien as part of the Project. Homeowner assumes the risk and agrees to hold harmless the City of Burien for any claim relating to the installation and operation of the Project.
5. As part of the Project, Homeowner grants the City of Burien the irrevocable right to use photographs of their installation in all forms and media.
6. Homeowner will provide prior written notice to and consult with Burien regarding any planned alterations to the Property that may affect System performance. (*Examples would include additions to the property that would affect roof drainage area or alterations to gutters or downspouts.*)
7. During the term of this Agreement, if the Homeowner lists the Property for sale, then the Homeowner will as soon as possible, but no later than three days after listing the Property for sale, provide written notice to Burien of Homeowner's intentions to sell the Property. Homeowner will make agents and buyers aware of this agreement via MLS Form 17, Seller's Disclosure Form.

8. All written notices or reports required under this Agreement shall be given by posting in first class mail as follows:

City of Burien  
Public Works Department  
400 SW 152<sup>nd</sup> St. Suite 300  
Burien, WA 98166

To Homeowner: (complete if mailing address is different than premises address)

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9. Burien reserves the right to enforce this Agreement in the event the Homeowner should fail to fulfill the obligations set forth herein.

Burien and Homeowner have executed this Agreement in duplicate, effective on the date first written above.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City of Burien

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Homeowner

*Please print, sign, and return this form via:*

- 1) Email: [marye@burienwa.gov](mailto:marye@burienwa.gov)
- 2) In person or mail to:  
Burien City Hall  
Attn: Mary Eidmann  
400 SW 152<sup>nd</sup> St, Suite 300  
Burien, WA 98166